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#7
POWER OF ATTORNEY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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Application of: Mueller et al.

Application No.: 09/816,832

Group Art Unit: 1614

Filed: March 22, 2001

Examiner: To be assigned

For: PHOTOATHEROLYTIC CATHETER
APPARATUS AND METHOD

Attorney Docket No.: 10177-141
(Former Attorney's Docket No. 5756-0012.30)

Confirmation No.:

**POWER OF ATTORNEY BY ASSIGNEE
AND STATEMENT UNDER 37 C.F.R. § 3.73(b)**

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Assistant Commissioner for Patents
Washington, D.C. 20231

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S I R :

Scimed Life Systems, Inc. is assignee of record of the entire right, title and interest in, to and under the invention described and claimed in the above-identified patent application. Ownership of the entire right, title, and interest in the above-identified application by Scimed Life Systems, Inc., is established by assignments for which copies thereof are attached hereto.

Pursuant to 37 C.F.R.(b), Scimed Life Systems, Inc., hereby seeks to take action in the USPTO in this matter.

Scott T. Bluni, patent counsel for Boston Scientific Corporation, who is empowered to sign this Power of Attorney on behalf of Scimed Life Systems, Inc., hereby appoints Berj A. Terzian (Reg. No. 20060), David Weild, III (Reg. No. 21094), Barry D. Rein (Reg. No. 22411), Stanton T. Lawrence, III (Reg. No. 25736), Charles E. McKenney (Reg. No. 22795), Philip T. Shannon (Reg. No. 24278), Francis E. Morris (Reg. No. 24615), Charles E. Miller (Reg. No. 24576), Gidon D. Stern (Reg. No. 27469), John J. Lauter, Jr. (Reg. No. 27814), Brian M. Poissant (Reg. No. 28462), Brian D. Coggio (Reg. No. 27624), Rory J. Radding (Reg. No. 28749), Stephen J. Harbulak (Reg. No. 29166), Donald J. Goodell (Reg. No. 19766), Thomas E. Friebe (Reg. No. 29258), Laura A. Coruzzi (Reg. No. 30742), Jennifer Gordon (Reg. No. 30753), Geraldine F. Baldwin (Reg. No. 31232), Victor N. Balancia (Reg. No. 31231), Samuel B. Abrams (Reg. No. 30605), Steven I. Wallach (Reg. No. 35402), Marcia H. Sundeen (Reg. No. 30893), Paul J. Zegger (Reg. No. 33821),

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Edmond R. Bannon (Reg. No. 32110), Bruce J. Barker (Reg. No. 33291), Adriane M. Antler (Reg. No. 32605), Thomas G. Rowan (Reg. No. 34419), James G. Markey (Reg. No. 31636), Thomas D. Kohler (Reg. No. 32797), Scott D. Stimpson (Reg. No. 33607), Gary S. Williams (Reg. No. 31066), Ann L. Gisolfi (Reg. No. 31956), Todd A. Wagner (Reg. No. 35399), Scott B. Familant (Reg. No. 35514), Kelly D. Talcott (Reg. No. 39582), Francis D. Cerrito (Reg. No. 38100), Anthony M. Insogna (Reg. No. 35203), Brian M. Rothery (Reg. No. 35340), Brian D. Siff (Reg. No. 35679), Michael J. Lyons (Reg. No. 37386), Garland T. Stephens (Reg. No. 37242), Nikolaos C. George (Reg. No. 39201), Stephen S. Rabinowitz (Reg. No. 40286), Ognjan V. Shentov (Reg. No. 38051), and Kenneth L. Stein (Reg. No. 38704), all of Pennie & Edmonds LLP, whose addresses are 1155 Avenue of the Americas, New York, New York 10036, 1667 K Street N.W., Washington, DC 20006 and 3300 Hillview Avenue, Palo Alto, CA 94304, and each of them its attorneys, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.


Please direct all future correspondence to Pennie & Edmonds LLP, located at 1155 Avenue of the Americas, New York, NY 10036, and direct all telephone calls to Pennie & Edmonds LLP at (212) 790-9090.

Respectfully submitted,

Date:

29 Aug 02

By:


Scott T. Bluni
Patent Attorney
Boston Scientific Corporation
One Boston Scientific Place
Natick, MA 01760-1537

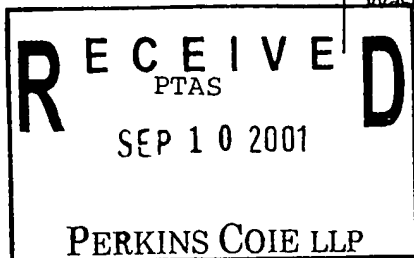


UNITED STATES DEPARTMENT OF COMMERCE
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SEPTEMBER 04, 2001

IOTA PI LAW GROUP
PETER J. DEHLINGER
P.O. BOX 60850
PALO ALTO, CA 94306



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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/20/2001

REEL/FRAME: 011920/0215
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
MUELLER, RICHARD L.

DOC DATE: 06/11/2001

ASSIGNOR:
CHEE, U. HIRAM

DOC DATE: 06/11/2001

ASSIGNEE:
MICROHEART, INC.
2634 BAYSHORE PARKWAY
MOUNTAIN VIEW, CALIFORNIA 94043

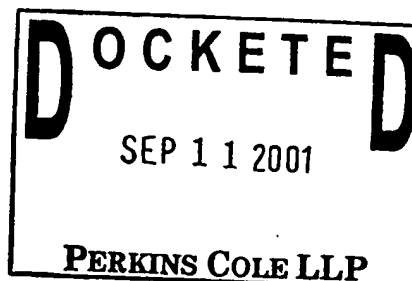
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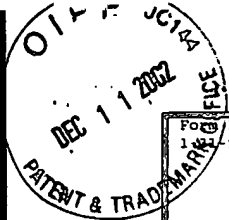
TECHNOLOGY CENTER R3700

SERIAL NUMBER: 09816832
PATENT NUMBER:

FILING DATE: 03/22/2001
ISSUE DATE:

SHAREILL COLES, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

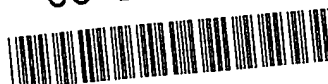




Form 1595
1-82-92 (modified)

RECOR

06-27-2001



U.S. Department of Commerce
Patent and Trademark Office

6-20-01

101762318

To the Honorable Assistant
orig documents or copy thereof

Please record the attached

1. Name of conveying party(ies):
Richard L. Mueller
U. Hiram Chee
Add'l names of conveying parties attached?
☐ Yes ☒ No

2. Name/address of receiving
party(ies):
MicroHeart, Inc.

2634 Bayshore Parkway/
Mountain View, CA 94043²⁰

3. Nature of conveyance: ☒ Assignment
☐ Merger ☐ Security Agreement ☐ Other
☐ Change of Name ☐ Reassignment

4. Date of execution: June 11, 2001

Add'l names of receiving parties
attached? ☐ Yes ☒ No

5. Application number(s) and/or patent number(s):

If this document is being filed with a new application, the date of signature
by the first named inventor was: _____.

A. Patent Application No.(s)
09/816,832 filed 22 March 2001

B. Patent No.(s)

Additional numbers attached: ☐ Yes ☒ No

6. Name and address of party to whom
correspondence concerning document
should be mailed:

Iota Pi Law Group
P.O. Box 60850
Palo Alto, CA 94306
(650) 324-0880
Customer No. 22918

7. Total No. of applications and
patents involved:
one (1)

8. Total fee (37 CFR \$3.41): \$40.00
☒ Enclosed is a check for \$40.00

Total number of pages, including cover
sheet, attachments and document⁴

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10. Statement and signature:

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To the best of my knowledge and belief, the foregoing information
is true and correct and any attached copy is a true copy of the
original document.

Peter J. Dehlinger
Name of Person Signing

Peter J. Dehlinger
Signature

6-15-2001
Date

06/26/2001 AAHMD1 00000138 09816832

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Assignment

THIS ASSIGNMENT, by U. Hiram Chee and Richard L. Mueller, (hereinafter referred to as the Assignors), residing at 2305 Cypress Point, Byron, CA 94514; and 4425 Opal Cliff Drive, Santa Cruz, CA 95062, respectively, witnesseth:

WHEREAS, the said Assignors have invented certain new and useful inventions set forth in an application for Letters Patent of the United States entitled PHOTOATHEROLYTIC CATHETER APPARATUS AND METHOD, bearing Serial No. 09/816,832 and filed on March 22, 2001;

WHEREAS, MicroHeart, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 2634 Bayshore Parkway, Mountain View, CA 94043 (hereinafter referred to as the Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;


NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the said Assignors have sold, assigned, transfer and set over, and by these presents does sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues, reexaminations, or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made.

AND, for the same consideration, the said Assignors hereby covenant and agree to and with the said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said Assignors are the joint and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that the said Assignors have good and full right and lawful authority to sell and convey the same in

the manner herein set forth.

AND, for the same consideration, the said Assignors hereby covenant and agree to and with the said Assignee, its successors, legal representatives and assigns, that the said Assignors will, whenever counsel of the said Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation, or continuation-in-part of any application for Letters patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said Assignees, their successors, legal representatives and assigns, but at the cost and expense of the said Assignee, its successors, legal representatives and assigns.

AND, the said Assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said Assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

Date: 5/11/01
U. Hiram CheeDate: 6/11/01
Richard Mueller

WITNESSES TO SIGNATURE BY U. Hiram Chee

1. Curtis Tom 11 JUN 01
Signature Date
CURTIS TOM
Print Name
1300 Hoover St #4
Street Address
Menlo Park, CA 94025
City, State & Zip Code
2. Brian Ellingwood 6/11/01
Signature Date
BRIAN ELLINGWOOD
Print Name
3665 BENTON ST #56
Street Address
SANTA CLARA, CA 95051
City, State & Zip Code

WITNESSES TO SIGNATURE BY Richard L. Mueller

1. Curtis Tom 11 JUN 01
Signature Date
CURTIS TOM
Print Name
1300 Hoover St #4
Street Address
Menlo Park CA 94025
City, State & Zip Code
2. Brian Ellingwood 6/11/01
Signature Date
BRIAN ELLINGWOOD
Print Name
3665 BENTON ST #56
Street Address
SANTA CLARA, CA 95051
City, State & Zip Code

Note: May be notarized in lieu of witnessing.

ASSIGNMENT

WHEREAS, Boston Scientific Corporation, Inc., ASSIGNOR, a Delaware corporation having its principal place of business at One Boston Scientific Place, Natick, MA 01760-1537, is the owner of entire right, title and interest in and to the invention PHOTOATHEROLYTIC CATHETER APPARATUS AND METHOD, which is established by an assignment, for which a copy thereof is attached hereto, as to an application for a Patent of the United States

- ☒ which is executed on ☐ even date herewith or ☒ June 11, 2001
☒ which is identified by Pennie & Edmonds LLP docket no. 10177-141
☒ which was filed on March 22, 2001, Application No. 09/816,832

and WHEREAS, Scimed Life Systems, Inc., ASSIGNEE, a Minnesota corporation having an address at One Scimed Place, Maple Grove, MN 55311-1566, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to Boston Scientific Corporation in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR, has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said United States application, U.S. provisional applications, such as no. 60/191,777 and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND Boston Scientific Corporation HEREBY authorizes and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND Boston Scientific Corporation HEREBY covenants and agrees that Boston Scientific Corporation has full right to convey the entire interest herein assigned, and that Boston Scientific Corporation has not executed, and will not execute, any agreement in conflict herewith.

AND Boston Scientific Corporation HEREBY further covenants and agrees that Boston Scientific Corporation will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to Boston Scientific Corporation respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 29 day of August, 2002.
Boston Scientific Corporation

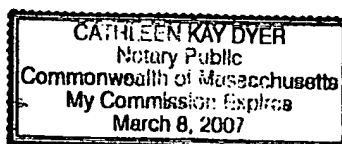
By [Signature] L.S.
Scott T. Bluni
Patent Attorney

State of Massachusetts

County of Middlesex

On August 29, 2002, before me, Cathleen Dyer, Notary Public, personally appeared Scott T. Bluni, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



SOLE

ASSIGNMENT

WHEREAS, MicroHeart, Inc., ASSIGNOR, a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 2634 Bayshore Parkway, Mountain View, California, 94043, is the owner of entire right, title and interest in and to the invention **PHOTOATHEROLYTIC CATHETER APPARATUS AND METHOD**, which is established by an assignment recorded in the United States Patent and Trademark Office on June 20, 2001, at Reel 011920, Frame 0215 as to an application for a Patent of the United States

☒ which is executed on ☐ even date herewith or ☒ June 11, 2001

☒ which is identified by Pennie & Edmonds LLP docket no. 10177-141

☒ which was filed on March 22, 2001, Application No. 09/816,832

and WHEREAS, Boston Scientific Corporation, ASSIGNEE, a Delaware corporation having its principal place of business at One Boston Scientific Place, Natick, MA 01760-1537, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to MicroHeart in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR, has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said United States application, U.S. provisional applications, such as no. 60/191,777 and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND MicroHeart HEREBY authorizes and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND MicroHeart HEREBY covenants and agrees that MicroHeart has full right to convey the entire interest herein assigned, and that MicroHeart has not executed, and will not execute, any agreement in conflict herewith.

AND MicroHeart HEREBY further covenants and agrees that MicroHeart will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to MicroHeart respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11 day of July, 2002.
MicroHeart

By Richard L Mueller L.S.

State of California)
) SS.:
County of Santa Clara)

On July 11th, 2002, before me, Delma Camacho Notary Public, personally appeared Richard L. Mueller, personally known to me on the basis of satisfactory evidence to be the person ☒ whose name ☒ is subscribed to the within instrument and acknowledged to me that he ☒ she ☒ they executed the same in his ☒ her ☒ their authorized capacity ☒ and that by his ☒ her ☒ their signature ☒ on the instrument the person ☒, or the entity upon behalf of which the person ☒ acted, executed the instrument.

WITNESS my hand and official seal


DELMA CAMACHO